

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTRUM EQUITIES ACQUISITION, LLC		02/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HD BRANCH ACQUISITION, LLC		
Street Address:	15 CENTURY BLVD.		
Internal Address:	SUITE 102		
City:	NASHVILLE		
State/Country:	TENNESSEE		
Postal Code:	37214		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1769969	LEMASTER ADAPTER	
Registration Number:	1771336	READY-CORE	
Registration Number:	3265528	TRACTOR TOUGH	
Registration Number:	3052709	TRUCK TOUGH	
Registration Number:	1768567	GDI	
Registration Number:	1769970	GO/DAN INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128623312		
Email:	patrick.lau@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		

CH \$165.00 1769969

Address Line 2: c/o Patrick Lau, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11584-10 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	07/17/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of February 17, 2012 ("**Trademark Assignment**") by and between Centrum Equities Acquisition, LLC, a Delaware limited liability company having an address of 15 Century Blvd., Suite 600, Nashville, Tennessee, 37214 (referred to herein as the "**Assignor**") and HD Branch Acquisition, LLC, a Delaware limited liability company having an address of 15 Century Blvd., Suite 102, Nashville, Tennessee, 37214 (referred to herein as the "**Assignee**"). Assignor and Assignee may be referred to separately as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. This Trademark Assignment is being executed to evidence and effect the assignment and transfer of all of Assignor's right, title, and interest in and to the Trademarks set forth on *Exhibit A*, attached hereto and by this reference incorporated herein (collectively, "**Trademarks**") to Assignee.

CLAUSES

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties specifically acknowledge, Assignor assigns, transfers and conveys the Trademarks to Assignee and the Parties further agree as follows:

1. **Governmental Authority Definitions.** For purposes of this Trademark Assignment, the following terms will have the following meanings: (i) the term "**United States**" will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "**Other Nations**" will mean each country, principality or other independent territory and each subdivision thereof which is not a part of the United States; (iii) the term "**Supra-National Authority**" will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multinational authorities or treaties which have or may have from time to time jurisdiction over any of the Parties to or any performance under this Agreement; and (iv) the term "**Governmental Authority**" will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. **Assignment of Trademarks.** Through this instrument and effective as of the date first written above, Assignee purchases and Assignor transfers, assigns and conveys to Assignee, the Trademarks, including all goodwill associated with the Trademarks in the United States and all Other Nations.

3. **Grant of Rights to Trademarks.** Assignor transfers, assigns, conveys and grants to Assignee, for and throughout the United States and all Other Nations, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Trademarks, including but not limited to (i) the right to record the assignments made under this Trademark Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the

preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to print, publish, display, rent, lend, lease, and license the Trademarks in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Trademarks.

4. **No Retained Rights.** The Parties specifically agree that Assignor is not retaining any intellectual property right or any right, title or interest whatsoever in the Trademarks, and upon execution, this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future to Assignee.

5. **Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors.

6. **Complete Understanding.** This Trademark Assignment constitutes the complete understanding among the Parties regarding the subject matter herein. No alteration or modification of any of this Trademark Assignment's provisions shall be valid unless made in a written instrument which both Parties sign. This Trademark Assignment supersedes any prior understandings, written agreements or oral arrangements among the Parties which concerns the subject matter of this Trademark Assignment.

7. **Governing Law.** This Trademark Assignment will be governed by and construed in accordance with the Laws of the State of Delaware applicable to a Contract executed and performed in such State, without giving effect to the conflict of laws principles thereof.

8. **Severability.** If a court of competent jurisdiction holds that any one or more of this Trademark Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Trademark Assignment's other provisions, and this Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. **Waiver.** A Party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Trademark Assignment or granted pursuant to any breach or default under this Trademark Assignment, shall not be effective or binding upon such Party unless the same is in a written instrument which such Party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any Party to this Trademark Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

10. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF: Assignor and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the date first written above.

CENTRUM EQUITIES ACQUISITION, LLC

By: [Signature]
Name: Lori A. Hines 2-17-12
Title: Chief Executive Officer

Witness: [Signature]
Name: Mark A. Hamm Citizen:
Address:

Witness: [Signature]
Name: Mark Magruder Citizen:
Address:

STATE OF)
) ss:
COUNTY OF)

On this 17 day of February, 2012, before me appeared Lori A. Hines, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

(SEAL)



[Signature]
Notary
My Commission Expires: 17 AUG 15

HD BRANCH ACCOUNTS, LLC

By: _____
Name: Michael Barbee
Title: President

Witness: _____
Name: _____ Citizen:
Address:

Witness: _____
Name: _____ Citizen:
Address:

STATE OF)
) ss:
COUNTY OF)

On this ___ day of February, 2012, before me appeared Michael Barbee to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

(SEAL)

Notary
My Commission Expires:

IN WITNESS WHEREOF: Assignor and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the date first written above.

CENTRUM EQUITIES ACQUISITION, LLC

By: _____
Name: Lori A. Hines
Title: Chief Executive Officer

Witness: _____
Name: _____ Citizen: _____
Address: _____

Witness: _____
Name: _____ Citizen: _____
Address: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this ___ day of February, 2012, before me appeared Lori A. Hines, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

(SEAL)

Notary
My Commission Expires: _____

HD BRANCH ACQUISITION, LLC

By: Michael Barbee
Name: Michael Barbee
Title: President

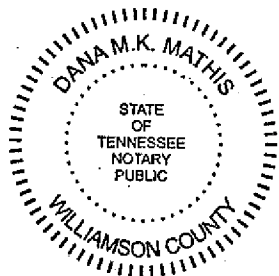
Witness: Michele Work
Name: Michele Work Citizen: USA
Address: _____

Witness: Melissa Drangowski
Name: Melissa Drangowski Citizen: USA
Address: Drangowski

STATE OF Tennessee)
) ss:
COUNTY OF Davidson)

On this 17 day of February, 2012, before me appeared Michael Barbee to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

(SEAL)



[Signature]
Notary
My Commission Expires: 01-19-2014

EXHIBIT A

Trademark	CTY	App. No.	App. Date	Reg. No.	Reg. Date	Status	Class
LEMASTER ADAPTER	US	74/300,219	08/03/1992	1769969	05/11/1993	Registered	12
READY-CORE	US	74/300,217	08/03/1992	1771336	05/18/1993	Registered	12
READY CORE	CN	4271804	09/16/2004	4271804	02/28/2007	Registered	11
TRACTOR TOUGH	US	76/623,844	12/09/2004	3265528	07/17/2007	Registered	12
TRACTOR TOUGH	CA	1253283	04/07/2005	TMA688992	06/04/2007	Registered	7, 11
TRUCK TOUGH	US	76/622,995	12/02/2004	3052709	01/31/2006	Registered	12
GDI & Design 	U.S. Federal	74/300218	8/3/1992	1768567	5/4/1993	Registered	12
GO/DAN INDUSTRIES	US	74/300220	8/3/1992	1769970	5/11/1993	Registered	12
TRANSPRO	CN	4271854	9/16/2004	4271854	2/28/2007	Registered	11